



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code NEWHOUS805	Dept. SC	ADS A	Contract Number
County Department Behavioral Health		Dept. ADS	Orgn. ADS	Contractor's License No.
County Department Contract Representative Armand Freitas		Telephone (909) 421-9460		Total Contract Amount \$20,000
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:				
If not encumbered or revenue contract type, provide reason:				
Commodity Code		Contract Start Date July 1, 2003	Contract End Date June 30, 2004	Original Amount \$20,000
Fund AAA	Dept. ADS	Organization ADS	Appr. 200	Obj/Rev Source 2445
GRC/PROJ/JOB No.		Amount \$20,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source
GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source
GRC/PROJ/JOB No.		Amount		
Project Name		Estimated Payment Total by Fiscal Year		
Project Transition -		FY 03/04	Amount \$20,000	I/D
Supportive Housing				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
New House, Inc.
Address
850 North Arrowhead Avenue
San Bernardino, CA 92401
Telephone
(909) 889-4330
Federal ID No. or Social Security No.
95-3313805

hereinafter
called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor, whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth; and

WHEREAS, this Agreement is authorized by one of the following Sections of the Health and Safety Code: 11812(b); 11796.1; 11991(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

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I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms “contract” and/or “agreement are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words “may”, “shall” and “should” are used, the following definitions shall apply: “may” is permissive; “shall” is mandatory; and “should” means desirable.
3. The term “ADS” refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term “HUD grant” refers to the 1997 Supportive Housing Grant between the ADS and the U.S. Department of Housing and Urban Development (HUD) – i.e., the primary source of funding for the contract.
5. The terms “FMR” refers to the HUD-approved Fair Market Rent Schedule for the geographic area in which supportive housing is provided.
6. A supportive housing day is defined for reporting purposes as a perinatal client and her child/children occupying a HUD grant supportive housing unit for a calendar day.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health, hereinafter referred to as Director, or designee, shall be the County employees authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor shall comply with all requirements and procedures established by the State, County and Federal Governments, related to HUD supportive housing regulations including, but not limited to, submission of periodic reports to the County for coordination, contract compliance, and quality assurance.

IV. INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

V. FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** – The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** – Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- a. **Worker's Compensation** – A program of Worker's Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

- d. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.
7. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not

required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VII. NONDISCRIMINATION

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended.
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act of 1990, (42 U. S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San

Bernardino County ESBE Policy No. 11-15 and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.

VIII. DRUG FREE WORKPLACE

By signing this contract, the contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355 (b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - a. Be given a copy of the Contractor's drug-free policy statement; and
 - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determine that any of the following has occurred:
 - a. The Contractor has made false certification,
 - b. The Contractor has violated the certification by failing to carry out the requirements as noted above.

IX. CONTRACTOR AND PERSONNEL STATUS

1. Status of Contractor

The Contractor must be a non-profit corporation. The Contractor is an independent contractor, wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees, who will not be entitled to any rights and privileges of County employees. These persons will not be considered in any manner to be County employees. The Department of Behavioral Health retains the right to request the removal of any person employed by the Contractor who displays detrimental behavior toward any clients placed in a facility.

2. **Licenses and Standards**

The Contractor will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. The Contractor will obtain, maintain, and comply with all necessary governmental authorizations, permits and licenses required to conduct its operation. In addition, the Contractor will comply with all applicable federal, state and local laws, rules, regulations and orders in its operations, including compliance with all safety and health requirements as to the Contractor's employees.

X. PERFORMANCE

1. Under this Agreement, Contractor will provide at 544 14TH Street, San Bernardino, CA 92401, up to two (2) two-bedroom housing units per month.
2. Contractor shall also provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies.**
3. In the event information in the attached addenda conflicts with the basic Agreement, then information in the attached addenda shall take precedence to the extent permitted by law.
4. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San

Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

XI. FUNDING

The maximum financial obligation of the County under this Agreement shall not exceed the sum of Twenty Thousand Dollars (\$20,000). The financial obligation of County hereunder is contingent upon receipt of HUD grant funds by County.

XII. RENT ASSESSMENT AND COLLECTION

1. The Contractor may charge a client rent subject to the following limitations:
 - a. The client's share of the rent does not exceed 30% of the client's Adjusted Monthly Income as determined by the attached Tenant Rent Calculation Worksheet and follows the guidelines for Tenant Rent Calculations for Certain HUD McKinney Act Programs set forth in the attached HUD Community Planning and Development Notice CPD 96-03 (Addendum A-2 – Attachment B).
 - b. The client's share is further reduced by the utility allowances set forth on the attached Fair Market Rent (FMR) & Utility Allowance Schedule(s) for San Bernardino County (Addendum A-3 – Attachment A). An example is included as Addendum A-3 – Attachment B.
 - c. The combined rent (client rent and ADS supplement) must not exceed the Fair Market Rent established by HUD less the appropriate utility allowances. Most of San Bernardino County FMR's are up to \$587.00 a month for a two-bedroom unit, \$481.00 for a one-bedroom unit, and \$432.00 a month for an efficiency/studio.

2. To ensure an audit trail, Contractor shall maintain all Tenant Rent Calculation Worksheets and records concerning rent collection.

XIII. BILLING

1. The Contractor shall submit to the Fiscal Clerk, ADS, monthly in arrears and at those times required by County, its claims for expenditures incurred the previous month for services provided hereunder. The claims shall also reflect all reportable revenue, the balance remaining to be the net amount claimed by the Contractor. County shall supply the Contractor with the necessary claim form.
2. The amount reimbursed Contractor for services rendered shall not exceed that allowed by HUD FMR regulations.
3. In the event of a reduction of County's allocation from the HUD grant, Contractor agrees to accept a reduction in funding under this contract not to exceed that percentage reduction made to the County allocation.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

XV. AUDITING AND EXCEPTIONS

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.

2. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being accessed, Contractor agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e).
3. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
4. If results of an audit or on-site review indicate that service hours and/or bed days reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours and/or bed days times the cost per service hour and/or bed day for the month in which the undocumented service hours and/or bed days were reported to the County.
5. Reimbursement to the County by the Contractor, under Subparagraphs 3 and 4 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand

for immediate payment of balance due in full or termination of this contract.

XVI. SINGLE AUDIT REQUIREMENT

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.

6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Contractor agrees to submit reports as stipulated by the Director, ADS, and HUD, together with monthly claims, to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415
Attention: ADS Fiscal Clerk

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2004, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under the HUD Grant, any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice

upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.

- b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
- c. When a facility operated by Contractor as part of this Agreement is sold or leased to another party, this Agreement will be terminated.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

- 1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.

2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty (20) pages, and Addendum A-1 thru A-4 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

----- END OF AGREEMENT -----

COUNTY OF SAN BERNARDINO

By _____
 Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
 Deputy

 New House, Inc.
 (Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name _____
 (Print or type name of person signing contract)

Title _____
 (Print or Type)

Dated: _____

Address _____
 850 North Arrowhead Avenue
 San Bernardino, CA 92401

Approved as to Legal Form

 County Counsel
 Date _____

Reviewed by Contract Compliance

 Date _____

Presented to BOS for Signature

 Department Head
 Date _____

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: NEW HOUSE, INC.

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---